

released November 5, 1999, and in FCC Rule 51.315(b), as each may be in effect from time to time); but, notwithstanding any other provision of this Agreement, only to the extent provision of such Network Elements and Combinations on an unbundled basis is required by Applicable Law. Such access to Network Elements and Combinations shall include all of the Network Element's features, functions and capabilities in a manner that allows Cavalier to provide any Telecommunications Service that can be offered by means of the Network Element consistent with Applicable Law.

### **11.1 Verizon's Provision of Network Elements**

Subject to the conditions set forth in Section 11.7, Verizon shall provide Cavalier access to the following:

**11.1.1** Loops and House and Riser, as set forth in Section 11.2;

**11.1.2** The Network Interface Device, as set forth in Section 11.3;

**11.1.3** Switching Capability, as set forth in Section 11.4;

**11.1.4** Interoffice Transmission Facilities, as set forth in Section 11.5;

**11.1.5** Signaling Links and Call-Related Databases, as set forth in Section 11.5A and Section 17;

**11.1.6** Operations Support Systems, as set forth in Section 11.6 and Schedule 11;

**11.1.7** Other Network Elements in accordance with Section 11.8 below.

### **11.2 Loops**

Subject to the conditions set forth in Section 11.7, Verizon shall allow Cavalier to access Loops unbundled from local switching and local transport as required by Applicable Law, in accordance with the terms and conditions set forth in this Section 11.2. The following enumeration of specific loop types in this Agreement does not preclude Cavalier from requesting, to the extent Verizon is required to provide under Applicable Law, additional Loop types. The available Loop types are as set forth below:

**11.2.1** "2-Wire Analog Voice Grade Loop" or "Analog 2W" provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling. The service is more fully described in Verizon TR-72565, as revised from time to time. If "Customer-Specified Signaling" is requested, the service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling. Customer-specified signaling is more fully described in Verizon TR-72570, as revised from time to time.

**11.2.2** “4-Wire Analog Voice Grade Loop” or “Analog 4W” provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. The service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. The service is more fully described in Verizon TR-72570, as revised from time to time.

**11.2.3** “2-Wire ISDN Digital Grade Loop” or “BRI ISDN” provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code, as described in ANSI T.1601-1998 and Verizon TR 72575, as revised from time to time. In some cases, loop extension equipment may be necessary to bring the line loss within acceptable levels. Verizon will provide loop extension equipment only upon request. Such request will be treated as request for a Digital Designed Loop pursuant to Section 11.2.12.

**11.2.4** “2-Wire ADSL-Compatible Loop” or “ADSL 2W” provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps. from the Customer. In addition, ADSL-Compatible Loops will be available only where existing copper facilities can meet applicable industry standards. The upstream and downstream ADSL power spectral density masks and dc line power limits in Verizon TR 72575, Issue 2, as revised from time to time, must be met.

**11.2.5** “2-Wire HDSL-Compatible Loop” or “HDSL 2W” consists of a single 2-wire non-loaded, twisted copper pair that meets the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as revised from time to time, must be met. HDSL compatible Loops will be available only where existing copper facilities can meet applicable specifications. The 2-wire HDSL-compatible loop is only available in former Bell Atlantic service areas.

**11.2.6** “4-Wire HDSL-Compatible Loop” or “HDSL 4W” consists of two 2-wire non-loaded, twisted copper pairs that meet the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as revised from time to time, must be met. HDSL compatible Loops will be available only where existing copper facilities can meet applicable specifications.

**11.2.7** “2-Wire IDSL-Compatible Metallic Loop” consists of a single 2-wire non-loaded, twisted copper pair that meets revised resistance design criteria. This UNE loop, is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the draft T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3) and are not compatible with 2B1Q 160 kbps ISDN transport systems. The actual data rate achieved depends upon the performance of Cavalier-provided modems with the electrical characteristics associated with the loop. This loop cannot be provided via UDLC. IDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.

**11.2.8 “2-Wire SDSL-Compatible Loop”**, is intended to be used with low band symmetric DSL systems that meet the Class 2 signal power limits and other criteria in the T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3). This UNE loop consists of a single 2-wire non-loaded, twisted copper pair that meets Class 2 length limit in T1E1.4/2000-002R3. The data rate achieved depends on the performance of the Cavalier-provided modems with the electrical characteristics associated with the loop. SDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.

**11.2.9 “DS-1 Loops”** provides a digital transmission channel suitable for the transport of 1.544 Mbps digital signals. This Loop type is more fully described in Verizon TR 72575, as revised from time to time. The DS-1 Loop includes the electronics necessary to provide the DS-1 transmission rate. A DS-1 Loop will be provided only where the electronics necessary to provide the DS-1 transmission rate are at the requested installation date currently available for the requested DS-1 Loop. Verizon will not install new electronics. If the electronics necessary to provide Clear Channel (B8ZS) signaling are at the requested installation date currently available for a requested DS-1 Loop, upon request by Cavalier, the DS-1 Loop will be furnished with Clear Channel (8ZS) signaling. Verizon will not install new electronics to furnish Clear Channel (B8ZS) signaling. Notwithstanding any other provision of this Agreement, Verizon will provide DS-1 Loops consistent with, but only to the extent required by any applicable order or decision of the FCC or the Commission.

**11.2.10 “4-Wire 56 kbps Loop”** is a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. Verizon shall provide 4-Wire 56 kbps Loops to Cavalier in accordance with, and subject to, the technical specifications set forth in Verizon Technical Reference TR72575, Issue 3, as such issue may be revised from time to time after the Effective Date.

**11.2.11 “DS-3 Loop”** will support the transmission of isochronous serial bipolar data at a transmission rate of 44.736 megabits per second (MBPS) or the equivalent of 28 DS-1 channels. A DS-3 Loop may use a variety of transport system technologies, including, but not limited to, asynchronous fiber optic transport systems and Synchronous Optical Network transport systems. DS-3 specifications are referenced in Verizon’s TR 72575, as revised from time to time. Verizon shall provide Cavalier with access to a DS-3 Loop only from a Serving Wire Center that is equipped to provide such loop and only where necessary facilities are available.

**11.2.12 “Digital Designed Loops”** are comprised of designed loops that meet specific Cavalier requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, IDSL, SDSL or BRI ISDN (Premium) Loops. “Digital Designed Loops” may include requests for:

- A) a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with bridged tap(s) removed, at Cavalier's option;
- B) a 2W ADSL Loop of 12k to 18k ft. with bridged tap(s) removed, at Cavalier's option;
- C) a 2W ADSL Loop of less than 12k ft. with bridged tap(s) removed, at Cavalier's option;
- D) a 2W HDSL Loop of less than 12k ft. with bridged tap(s) removed, at Cavalier's option;
- E) a 4W HDSL Loop of less than 12k ft with bridged tap(s) removed, at Cavalier's option;
- F) a 2W Digital Designed Metallic Loop with Verizon-placed ISDN loop extension electronics,
- G) a 2W SDSL Loop with bridged tap(s) removed, at Cavalier's option;
- H) a 2W IDSL Loop of less than 18k ft. with bridged tap(s) removed, at Cavalier's option.

Requests for repeaters for 2W and 4W HDSL Loops with lengths of 12k ft. or more shall be considered pursuant to the Network Element Bona Fide Request process set forth in Exhibit B.

**11.2.12.1** Verizon shall make Digital Designed Loops available to Cavalier at the rates as set forth in Exhibit A.

**11.2.12.2** The following ordering procedures shall apply to the Digital Designed Loops:

A. Cavalier shall place orders for xDSL Compatible Loops and Digital Designed Loops by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

B. Verizon is in the process of conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL, HDSL, SDSL, IDSL and ISDN signals. The results of this mechanized survey will be stored in a mechanized database that is made available to Cavalier on a non-discriminatory basis. Cavalier may utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL, HDSL, SDSL, IDSL or ISDN Loop provided,

however, Cavalier shall request manual loop qualification or an Engineering Query if the mechanized loop qualification database is not available or if Cavalier chooses not to utilize such database. Charges for mechanized loop qualification information, Engineering Query, and manual loop qualification are set forth in Exhibit A.

C. If the Loop is not listed in the mechanized database described in section (B) above, Cavalier must request either a manual loop qualification or Engineering Query prior to or in conjunction with submitting a valid electronic service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop. The rates for manual loop qualification and Engineering Query are set forth in Exhibit A. If the Loop requires qualification manually or through an Engineering Query, three (3) business days (or a shorter period if required under Applicable Law) following receipt of Cavalier's valid and accurate request will be generally required before a FOC or a query can be issued to Cavalier with the Loop qualification results. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand or other unforeseen events, unless such additional time is not permitted pursuant to an effective Commission order.

D. If the query to the mechanized loop qualification database or if the manual loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), Cavalier may request an Engineering Query to obtain more information regarding the characteristics of the loop itself. Subject to the terms herein, including but not limited to Section 11.2.12.2(C) above, Verizon will respond to an Engineering Query with information from Verizon cable records such as amount and location of bridged taps, number and location of load coils, location of digital loop carrier, or cable gauge at specific locations or any other reason that may be revealed through loop qualification.

E. If Cavalier submits a service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop that has not been prequalified as required in accordance with subsection 11.2.12.2(B) above, Verizon will query the service order back to Cavalier for qualification and will not accept such service order until the Loop has been so prequalified (i.e. manual, mechanized, or engineering query). If Cavalier submits a service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop that is, in fact, found not to be compatible with such services in its existing condition, Verizon will respond back to Cavalier with a "Nonqualified" indicator and with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).

F. Where Cavalier has followed the manual or mechanized prequalification procedure described above resulting in the determination that a Loop is not compatible with ADSL, HDSL, SDSL, IDSL or BRI ISDN service in its existing condition (e.g., the results of the manual or mechanized prequalification query indicate that a Loop does not qualify due to factors such as the presence of load coils, presence of digital loop carrier, loop length (including bridged tap) or for any other reason that may be revealed through loop qualification), Cavalier, together with its order or prior to submitting an order for service, may request an Engineering Query to determine whether

conditioning may make the Loop compatible with the applicable service; or if Cavalier is already aware of the conditioning required (*e.g.*, where Cavalier has previously requested a manual loop qualification or an Engineering Query), Cavalier may submit a service order for a Digital Designed Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 11.2.12 upon receipt of Cavalier's valid, accurate and pre-qualified service order for a Digital Designed Loop.

G. Once a Loop has been pre-qualified, Cavalier will submit a Service Order pursuant to Section 11.2.12.2(A) above if it wishes to obtain the Loop. If the Loop is determined to be compatible with ADSL, HDSL, SDSL, IDSL or BRI ISDN service in its existing condition and if the Loop serving the serving address is usable and available to be assigned as a ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop, Verizon will initiate standard Loop provisioning and installation processes, and standard Loop provisioning intervals will apply. If the Loop is determined to be compatible with ADSL, HDSL, SDSL, IDSL or BRI ISDN service in its existing condition, but the Loop serving the service address is unusable or unavailable to be assigned for such purpose, Verizon will search the Customer's serving terminal for a suitable spare facility. If a Loop compatible with ADSL, HDSL, SDSL, IDSL or BRI ISDN service is found within the serving terminal, Verizon will perform a Line and Station Transfer (or "pair swap") whereby the Verizon technician will transfer the Customer's existing service from one existing Loop facility onto an alternate existing xDSL compatible Loop facility serving the same location. Verizon performs Line and Station Transfers in accordance with the procedures developed in the DSL Collaborative in the State of New York, NY PSC Case 00-C-0127. Standard intervals do not apply when Verizon performs a Line and Station Transfer, and additional charges shall apply as set forth in Exhibit A. Upon Cavalier's written request, Verizon shall negotiate in good faith with Cavalier to amend this Agreement to provide mutually agreed upon rates, terms and conditions governing Cavalier's access to unbundled Loops that Verizon is required, pursuant to Applicable Law, to provide and that may serve as alternatives to xDSL compatible Loops.

H. Notwithstanding the foregoing, if and, to the extent that, Verizon is prohibited by Applicable Law from requiring Cavalier to utilize Verizon's Loop pre-qualification system, Verizon shall not reject Cavalier's order because Verizon's Loop pre-qualification procedure was not performed. In such case, when Cavalier opts not to use Verizon's tools to perform Loop pre-qualification, Verizon shall not be responsible for service performance of the Loop until such Loop is qualified according to then-current Verizon Loop qualification procedures. In such case, when Cavalier elects not to use Verizon's loop pre-qualification procedure, it shall not be assessed any charge for such procedures provided, however, Verizon shall not be required to process Cavalier's order if Cavalier elects not to use Verizon loop pre-qualification tools unless and until Cavalier has agreed in writing to pay Verizon's charges or costs incurred as a result of Cavalier's decision not to use Verizon loop pre-qualification tools or the Commission has issued an order identifying (and authorizing) the specific charge(s) that Cavalier must pay Verizon.

**11.2.12.3** The Parties will make reasonable efforts to coordinate their respective roles in order to minimize Digital Design Loop provisioning

problems. In general, unless and until a shorter period is required under Applicable Law, where conditioning or loop extensions are requested by Cavalier, an interval of eighteen (18) business days will be required by Verizon to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:

A. Three (3) business days will be required following receipt of Cavalier's valid, accurate and pre-qualified service order for a Digital Designed Loop to analyze the loop and related plant records and to create an Engineering Work Order.

B. Upon completion of an Engineering Query, Verizon will initiate the construction order to perform the changes/modifications to the Loop requested by Cavalier. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) business days. Unforeseen conditions may add to this interval, unless such additional time is not permitted pursuant to Applicable Law.

C. After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Verizon's standard provisioning intervals.

**11.2.12.4** If Cavalier requires a change in scheduling, it must contact Verizon to issue a supplement to the original service order. If Cavalier cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, Cavalier shall compensate Verizon for an Engineering Work Order charge as set forth in Exhibit A. If Cavalier cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, Cavalier shall compensate Verizon for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in Exhibit A.

**11.2.13** Intentionally omitted.

**11.2.14 Inside Wire Subloop Unbundled Network Element**

Subject to the conditions set forth in Sections 11.0 and 11.7, and upon request, Verizon shall provide to Cavalier access to unbundled Inside Wire Subloops (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 11.2.14, and the rates set forth in Exhibit A. "Inside Wire Subloop" means a transmission path owned or controlled by Verizon that extends from the Minimum Point of Entry in or at a multiunit Customer premises to the Rate Demarcation Point (or NID if installed at the Rate Demarcation Point) in or at that multiunit Customer premises. The actual transmission facilities used to provide an Inside Wire Subloop may utilize any of several technologies. Upon notification by Cavalier that it requests access to an Inside Wire Subloop at a multiunit Customer premises where Verizon owns, controls, or leases such Inside Wire Subloop, Verizon shall provide access to such Inside Wire Subloop at a technically feasible point or, upon request, a single point of interconnection at time and material rates set forth in Exhibit A. Notwithstanding

anything else set forth in this Agreement, Verizon shall provide Cavalier with access to Inside Wire Subloops in accordance with, but only to the extent required by, Applicable Law.

**11.2.14.1** Intentionally omitted.

**11.2.14.2** Intentionally omitted.

**11.2.14.3** Intentionally omitted.

**11.2.14.4** Intentionally omitted.

**11.2.14.5** Intentionally omitted.

**11.2.14.6** Intentionally omitted.

**11.2.14.7** Intentionally omitted.

**11.2.14.8** Intentionally omitted.

#### **11.2.15 Dark Fiber.**

**11.2.15.1** Subject to the conditions set forth in Section 11.7 and upon request, Verizon shall provide to Cavalier access to unbundled Dark Fiber Loops (as such term is hereinafter defined) and to unbundled Dark Fiber IOF (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 11.2.15 and the rates set forth in Exhibit A. A "Dark Fiber Loop" means two fiber optic strands (a pair) located within a Verizon fiber optic cable sheath between an accessible terminal (such as the fiber distribution frame, or its functional equivalent) located in a Verizon Wire Center and Verizon's accessible terminal located in Verizon's main termination point at the premises of a Customer (such as a fiber patch panel), but that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A "Dark Fiber IOF" means two fiber optic strands (a pair) that are located within a fiber optic cable sheath between either accessible terminals in two or more Verizon central offices, but that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. Verizon shall not be required to perform splicing to provide fiber continuity between two locations. When Cavalier submits an order for a Dark Fiber Loop or a Dark Fiber IOF, such fiber may not conform to industry transmission standards, either the ones in effect when Verizon installed such fiber or the ones in effect at the time of such order. Notwithstanding anything else set forth in this Agreement, Verizon shall provide Cavalier with access to Dark Fiber Loops and Dark Fiber IOF in accordance with, but only to the extent required by, Applicable Law.

**11.2.15.2** Cavalier may access a Dark Fiber Loop or a Dark Fiber IOF only at a pre-existing hard termination point, i.e. an existing Verizon accessible terminal, of such Dark Fiber Loop or Dark Fiber IOF, and Cavalier may not



access a Dark Fiber Loop or a Dark Fiber IOF at any other point, including, but not limited to, a splice point. Cavalier may obtain access to Dark Fiber Loops and Dark Fiber IOF only in the following ways:

(i) Upon Cavalier's request, Verizon will connect a Dark Fiber Loop to a Cavalier collocation arrangement in the Verizon end office where the Dark Fiber Loop originates and to a demarcation point, including, but not limited to, an industry standard fiber distribution panel, in a building where a Customer is located and the Dark Fiber Loop terminates. Verizon shall connect a Dark Fiber Loop to the POT bay of a Cavalier collocation arrangement by installing appropriate cross connections. A demarcation point shall be located in the main telco room of a building where a Customer is located or, if the building does not have a main telco room, then at a location to be determined by Verizon. A demarcation point installed by Cavalier at a Customer premises shall be established at such location and shall be: (a) no more than approximately 30 feet from Verizon's accessible terminal on which the Dark Fiber Loop terminates and, (b) within the same room as Verizon's accessible terminal on which the Dark Fiber Loop terminates. Verizon shall connect a Dark Fiber Loop to the demarcation point by installing a fiber jumper no greater than the distance limitations described above.

(ii) Upon Cavalier's request, Verizon will connect a Dark Fiber IOF between two or more Verizon central offices to Cavalier collocation arrangements in those offices. Verizon shall connect a Dark Fiber IOF to the POT bay of a Cavalier collocation arrangement by installing appropriate cross connections. Verizon shall perform all work necessary to install a cross connection or a fiber jumper pair, including, but not limited to, the work necessary to connect a dark fiber pair to a demarcation point, a fiber distribution frame or a POT bay.

**11.2.15.3** Verizon shall provide access to Dark Fiber Loops and/or Dark Fiber IOF only where spare facilities exist, and Verizon shall not be obligated to construct new or additional facilities. Fiber that has been assigned to fulfill a Customer order, for maintenance purposes or for Verizon's lit fiber optic systems will not be offered to Cavalier as Dark Fiber Loops or Dark Fiber IOF.

**11.2.15.4** A Dark Fiber Inquiry Form must be submitted prior to submitting an ASR. Upon receipt of Cavalier's completed Dark Fiber Inquiry Form, Verizon will initiate a review of its cable records to determine whether Dark Fiber Loop(s) or Dark Fiber IOF may be available between the locations and in the quantities specified. Verizon will respond within fifteen (15) Business Days from receipt of the Cavalier's Dark Fiber Inquiry Form, indicating whether Dark Fiber Loop(s) or Dark Fiber IOF may be available (if so available, an "Acknowledgement") based on the records search except that for ten (10) or more requests per LATA or large, complex projects, Verizon reserves the right to negotiate a different interval. The Dark Fiber Inquiry is a record search and does not guarantee the availability of Dark Fiber Loop(s) or Dark Fiber IOF. Where a direct Dark Fiber IOF route is not available, Verizon will provide, where available, Dark Fiber IOF via a reasonable indirect route that passes through intermediate Verizon Central Offices at the rates set forth in Exhibit A. Any limitations on the number of intermediate Verizon Central Offices will be discussed with

Cavalier. If access to Dark Fiber IOF is not available, Verizon will notify Cavalier, within fifteen (15) Business Days, that no spare Dark Fiber IOF is available over the direct route nor any reasonable alternate indirect route, except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval. Where no available route was found during the record review, Verizon will identify the first blocked segment on each alternate indirect route and which segment(s) in the alternate indirect route are available prior to encountering a blockage on that route, at the rates set forth in Exhibit A.

**11.2.15.4.1** Cavalier shall indicate on the Dark Fiber Inquiry Form whether the available Dark Fiber should be reserved, at the rates set forth in Exhibit A, pending receipt of an order for the Dark Fiber.

**11.2.15.4.2** Upon request from Cavalier as indicated on the Dark Fiber Inquiry Form, Verizon shall hold such requested Dark Fiber Loop or Dark Fiber IOF for Cavalier's use for ten (10) Business Days from Cavalier's receipt of Acknowledgement and may not allow any other party (including Verizon) to use such fiber during that time period.

**11.2.15.4.3** Cavalier shall submit an order for the reserved Dark Fiber Loop or Dark Fiber IOF as soon as possible using the standard ordering process or parallel provisioning process as described in Section 11.2.15.4.5. The standard ordering process shall be used when Cavalier does not have additional requirements for Collocation. The parallel provisioning process shall be used when Cavalier requires new Collocation facilities or changes to existing Collocation arrangements.

**11.2.15.4.4** If no order is received from Cavalier for the reserved Dark Fiber Loop or Dark Fiber IOF within ten (10) Business Days from Cavalier's receipt of Acknowledgement, Verizon shall return to spare the reserved Dark Fiber Loop or Dark Fiber IOF that Verizon previously notified Cavalier are available. Should Cavalier submit an order to Verizon after the ten (10) Business Day reservation period for access to a Dark Fiber Loop or Dark Fiber IOF that Verizon has previously notified Cavalier was available, Cavalier assumes all risk that such Dark Fiber Loop or Dark Fiber IOF will no longer be available.

**11.2.15.4.5** Upon Cavalier's request, the Parties will conduct parallel provisioning of Collocation and Dark Fiber Loop or Dark Fiber IOF in accordance with the following terms and conditions:

**11.2.15.4.5.1** Cavalier will use existing interfaces and Verizon's current applications and order forms to request Collocation and Dark Fiber Loop or Dark Fiber IOF.

**11.2.15.4.5.2** Verizon will parallel process Cavalier's requests for Collocation, including augments, and Dark Fiber Loop or Dark Fiber IOF.

**11.2.15.4.5.3** Before Cavalier submits a request for

parallel provisioning of Collocation and Dark Fiber Loop or Dark Fiber IOF, Cavalier will:

- (i) submit a Dark Fiber Inquiry Form and receive an Acknowledgement from Verizon; and
- (ii) submit a Collocation application for the Verizon Central Office(s) where the Dark Fiber Loop or Dark Fiber IOF terminates and receive confirmation from Verizon that Cavalier's Collocation application has been accepted.

**11.2.15.4.5.4** Cavalier will prepare requests for parallel provisioning of Collocation and Dark Fiber Loop or Dark Fiber IOF in the manner and form reasonably specified by Verizon.

**11.2.15.4.5.5** If Verizon rejects Cavalier's Dark Fiber Loop or Dark Fiber IOF request, Cavalier may cancel its Collocation application within five (5) Business Days of such rejection and receive a refund of the Collocation application fee paid by Cavalier, less the costs Verizon incurred to date.

**11.2.15.4.5.6** If Verizon accepts Cavalier's Dark Fiber Loop or Dark Fiber IOF request, Verizon will parallel provision the Dark Fiber Loop or Dark Fiber IOF to a temporary location in Verizon's Central Office(s). Verizon will charge and Cavalier will pay for parallel provisioning of such Dark Fiber Loop or Dark Fiber IOF at the rates specified in Exhibit A beginning on the date that Verizon accepts each Dark Fiber Loop or Dark Fiber IOF request.

**11.2.15.4.5.7** Within ten (10) Business Days after Verizon completes a Cavalier Collocation application, Cavalier shall submit a Dark Fiber change request to reposition Dark Fiber Loop or Dark Fiber IOF from the temporary location in that Verizon Central Office(s) to the permanent location at Cavalier's Collocation arrangement in such Verizon Central Office(s). Cavalier will prepare such request(s) in the manner and form specified by Verizon.

**11.2.15.4.5.8** If Cavalier cancels its Collocation application, Cavalier must also submit a cancellation for the unbundled Dark Fiber Loop or Dark Fiber IOF provisioned to the temporary location in the Verizon Central Office(s).

**11.2.15.5** Upon request, and subject to time and material charges to be quoted by Verizon, Verizon shall provide to Cavalier the following information:

- (i) A fiber layout map that shows the streets within a wire center where there are existing Verizon fiber cable sheaths. Verizon shall provide such maps to Cavalier subject to the confidentiality provisions of this Agreement and the agreement of Cavalier, in writing, to use them for preliminary design purposes only. Cavalier acknowledges that fiber layout maps do not show whether or not spare fiber

facilities are available. Verizon shall provide fiber layout maps to Cavalier subject to a negotiated interval.

(ii) A field survey that shows the availability of dark fiber pairs between two or more Verizon central offices, a Verizon central office and a Cavalier central office or a Verizon end office and the premises of a Customer, shows whether or not such pairs are defective, shows whether or not such pairs have been used by Verizon for emergency restoration activity and tests the transmission characteristics of Verizon dark fiber pairs. If a field survey shows that a Dark Fiber Loop or Dark Fiber IOF is available, Cavalier may reserve the Dark Fiber Loop or Dark Fiber IOF, as applicable, for ten (10) Business Days from receipt of Verizon's field survey results. If Cavalier submits an order for access to such Dark Fiber Loop or Dark Fiber IOF after passage of the foregoing ten (10) Business Day reservation period, Verizon does not guarantee or warrant the Dark Fiber Loop or Dark Fiber IOF will be available when Verizon receives such order, and Cavalier assumes all risk that the Dark Fiber Loop or Dark Fiber IOF will not be available. Verizon shall perform a field survey subject to a negotiated interval. If Cavalier submits an order for a dark fiber pair without first obtaining the results of a field survey of such pair, Cavalier assumes all risk that the pair will not be compatible with Cavalier's equipment, including, but not limited to, order cancellation charges.

**11.2.15.6** Cavalier shall be solely responsible for: (a) determining whether or not the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF accommodate the requirements of Cavalier; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to a Dark Fiber Loop or a Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power a Dark Fiber Loop or a Dark Fiber IOF to transmit telecommunications traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) except as set forth with respect to the parallel provisioning process addressed above, Cavalier's Collocation arrangements with any proper optical cross connects or other equipment that Cavalier needs to access Dark Fiber Loop or Dark Fiber IOF before it submits an order for such access. Cavalier hereby represents and warrants that it shall have all such rights of way, authorizations and the like applicable to the geographic location at which it wishes to establish a demarcation point for a Dark Fiber Loop or Dark Fiber IOF, on or before the date that Cavalier places an order for the applicable Dark Fiber Loop or Dark Fiber IOF, and that it shall maintain the same going forward.

**11.2.15.7** Cavalier acknowledges that Verizon may have to splice the cable sheath of a Dark Fiber Loop or a Dark Fiber IOF to repair and maintain such sheath after Cavalier has obtained access to such dark fiber, and Cavalier assumes all risks associated with the creation of future splices on a Dark Fiber Loop or a Dark Fiber IOF. Verizon shall not provide or connect fiber optic transmission equipment, intermediate repeaters or power on a Dark Fiber Loop or a Dark Fiber IOF; provided, however, to the extent a Verizon Dark Fiber Loop or Dark Fiber IOF contains any lightwave repeaters (e.g., regenerator or optical amplifiers) installed on such Dark Fiber Loop or Dark Fiber IOF, Verizon shall not remove the same. Verizon cannot

guarantee that the transport rate of a Dark Fiber Loop or a Dark Fiber IOF shall remain constant over time.

**11.2.15.8** Pursuant to 11.2.15.4.3, when Cavalier does not have additional collocation requirements, Verizon shall provide Cavalier with access to a Dark Fiber Loop or a Dark Fiber IOF subject to Verizon's standard provisioning intervals. Verizon may change such provisioning intervals for Dark Fiber Loop or a Dark Fiber IOF in accordance with the Change Management Process, as may be amended from time to time.

**11.2.15.8.1** Verizon shall not be obligated to make Dark Fiber Loops and Dark Fiber IOF conform to any industry standards. After Cavalier has obtained access to a Dark Fiber Loop or a Dark Fiber IOF, Verizon may, at Cavalier's request and subject to rates set forth in Exhibit A, try to modify the transmission characteristics of such dark fiber. The work shall include and be limited to the following:

(i) Replace older connectors with new connectors, unless there is a risk that the replacement will disrupt existing fiber optic services.

(ii) Clean connectors to remove non-imbedded contaminants.

Notwithstanding the foregoing, Verizon shall not be obligated to modify the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF to satisfy the transmission objectives of Cavalier for such dark fiber. Verizon shall not be required to convert lit fiber to a Dark Fiber Loop or Dark Fiber IOF for Cavalier's use.

**11.2.15.9** Verizon shall repair and maintain a Dark Fiber Loop or a Dark Fiber IOF at the request of Cavalier and subject to the time and material rates set forth in Exhibit A but Verizon shall not be obligated to repair or maintain the transmission characteristics of such dark fiber, services provided by Cavalier over such dark fiber, any equipment of Cavalier or anything other than the physical integrity of such dark fiber. Cavalier shall cooperate with any Verizon effort to repair and maintain a Dark Fiber Loop or a Dark Fiber IOF. Cavalier acknowledges that maintenance and repair of a Dark Fiber Loop or a Dark Fiber IOF or fiber optic strands located in the same cable sheath by Verizon may affect the transmission characteristics of such dark fiber. Cavalier accepts responsibility for initial trouble isolation for Dark Fiber Loops and Dark Fiber IOF and providing Verizon with appropriate dispatch information based on its test results. If (a) Cavalier reports to Verizon a Customer trouble, (b) Cavalier requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon dark fiber facilities or equipment in whole or in part, then Cavalier shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Cavalier is not available at the appointed time. If as the result of Cavalier instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to Cavalier by Verizon. If as the result of Cavalier instructions, Verizon is erroneously requested to dispatch to a

site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to Cavalier by Verizon.

**11.2.15.10** The mileage necessary to calculate the per mile monthly recurring charges for a Dark Fiber IOF shall be equal to the airline distance between the two ends of such Dark Fiber IOF, and the Parties shall measure such mileage using the V&H coordinates method set forth in the National Exchange Carrier Association, Inc. Tariff, FCC No. 4, and any portion of a mile so measured shall be rounded up to the nearest whole mile. If Verizon provides, where available, Dark Fiber IOF via an indirect route that passes through intermediate Verizon Central Offices, then Verizon reserves its right to calculate the billable mileage for such Dark Fiber IOF indirect routes as being the sum of the airline distance between the two ends of each Dark Fiber IOF segment between each Verizon Central Office along such Dark Fiber IOF indirect routes. Verizon shall provide Cavalier sixty (60) days prior written notice, consistent with § 11.2.15.4 hereof, of the billable mileage for indirect route Dark Fiber IOF that is calculated in the manner described herein.

**11.2.15.11** Cavalier shall order Dark Fiber Loops or Dark Fiber IOF by sending to Verizon a separate ASR for each A to Z route, however Cavalier is not required to submit separate ASR's for each leg of an indirect route for Dark Fiber IOF.

**11.2.15.12** Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be Dark Fiber Loops or Dark Fiber IOF, and, therefore, will not be offered to Cavalier as Dark Fiber Loops or Dark Fiber IOF.

**11.2.15.13** Cavalier shall be responsible for providing all transmission, terminating and lightwave repeater equipment necessary to light and use Dark Fiber Loops or Dark Fiber IOF.

**11.2.15.14** Cavalier is responsible for all work activities at the Customer premises. Except as otherwise required by Applicable Law, all negotiations with the premises owner are solely the responsibility of Cavalier.

**11.2.15.15** Cavalier may not resell Dark Fiber Loops or Dark Fiber IOF, purchased pursuant to this Agreement to third parties.

**11.2.15.16** In order to preserve the efficiency of its network, Verizon may, upon a showing of need to the Commission, limit Cavalier to leasing a maximum of twenty-five percent (25%) of the fiber Loops or fiber IOF in any given segment of Verizon's network during any two-year period. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement:

**11.2.15.16.1** Revoke Dark Fiber Loops or Dark Fiber IOF leased to Cavalier upon (a) issuance of an effective order containing a finding of need by the Commission and (b) twelve (12) months' advance written notice to Cavalier.

**11.2.15.17** Except as expressly set forth in this Agreement, Cavalier may not reserve Dark Fiber Loops or Dark Fiber IOF.

### **11.3 Network Interface Device**

**11.3.1** Subject to the conditions set forth in Section 11.7 and at Cavalier's request, Verizon shall permit Cavalier to connect a Cavalier Loop to the Inside Wiring of a Customer through the use of a Verizon NID in the manner set forth in this Section 11.3, or at any other technically feasible point, if any, as required by Applicable Law and, in such case, pursuant to Section 11.8 and Exhibit B. Cavalier may access a Verizon NID either by means of a Cross Connection (but only if the use of such Cross Connection is technically feasible) from an adjoining Cavalier NID deployed by Cavalier or, if an entrance module is available in the Verizon NID, by connecting a Cavalier Loop to the Verizon NID. When necessary, Verizon will rearrange its facilities to provide access to an existing Customer's Inside Wire. An entrance module is available only if facilities are not connected to it. Verizon shall not be responsible for resolving any conflicts between Cavalier and third party service providers for access to the Customer's premises and Inside Wire.

**11.3.2** In no case shall Cavalier access, remove, disconnect or in any other way rearrange Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.

**11.3.3** In no case shall Cavalier access, remove, disconnect or in any other way rearrange a Customer's Inside Wire from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wire continues to be used in the provision of Telecommunications Service by Verizon to that Customer.

**11.3.4** In no case shall Cavalier remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.

**11.3.5** In no case shall Cavalier remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.

**11.3.6** Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wire must be resolved by the Customer.

**11.3.7** When Cavalier is connecting a Cavalier-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, Cavalier does not need to submit a request to Verizon and Verizon shall not charge Cavalier for access to the Verizon NID. In such instances, Cavalier shall comply with the provisions of Sections 11.3.2 through 11.3.6 of this Agreement and shall access the Customer's Inside Wire in the manner set forth in Section 11.3.7.1 of this Agreement.

**11.3.7.1** Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), Cavalier may access the

Customer's Inside Wire, acting as the agent of the Customer by any of the following means:

(a) Where an adequate length of Inside Wire is present and environmental conditions permit, requesting carrier (i.e., Cavalier or Cavalier's agent, the building owner, or the Customer) may remove the Inside Wire from the Customer's side of the Verizon NID and connect that wire to Cavalier's NID;

(b) Where an adequate length of Inside Wire is not present or environmental conditions do not permit, Cavalier may enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wire from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wire within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.

(c) Cavalier may request Verizon to make other rearrangements to the Inside Wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e. Cavalier, its agent, the building owner or the Customer). If Cavalier accesses the Customer's Inside Wire as described in this Section 11.3.7.1(c), time and materials charges will be billed to the requesting party (i.e. Cavalier, its agent, the building owner or the Customer)

#### **11.4 Intentionally omitted.**

#### **11.5 Unbundled InterOffice Facilities**

Subject to Section 11.7, where facilities are available, at Cavalier's request, Verizon shall provide Cavalier with interoffice transmission facilities unbundled from other Network Elements as provided below, at the rates set forth in Exhibit A as amended from time to time and in accordance with Section 20.

If and, to the extent that, Cavalier has purchased (or purchases) transport from Verizon under a Verizon Tariff or otherwise, and Cavalier has a right under Applicable Law to convert (and wishes to convert) such transport to unbundled IOF under this Agreement, it shall give Verizon written notice of such request (including, without limitation, through submission of ASRs if Verizon so requests) and provide to Verizon all information (including, without limitation, a listing of the specific circuits in question) that Verizon reasonably requires to effectuate such conversion; provided, however, that if Verizon requests that Cavalier submit ASRs for such conversion, it shall provide to Cavalier at least sixty (60) calendar days notice prior to the ASR requirement taking effect. In the case of any such conversion, Cavalier shall pay any and all conversion charges (e.g., non-recurring charges), as well as any and all termination liabilities, minimum service period charges and like charges in accordance with Verizon's applicable Tariffs.

##### **11.5.1 Intentionally Omitted.**



## **11.5.2 Dedicated Transport**

**11.5.2.1** To the extent required by Applicable Law, Verizon shall provide Dedicated Transport as defined in FCC Rule 51.319(d)(1)(i) and as required in FCC Rule 51.319(d)(2). To the extent required by Applicable Law, Verizon shall provide access to Digital Cross-Connect System (DCS) functionality as an option of Dedicated Transport.

**11.5.2.2** Upon written request by Cavalier, the Parties will negotiate terms and conditions, including but not limited to additional rates, for the diverse routing of Dedicated Transport facilities.

## **11.5A Call Related Databases and AIN**

**11.5A.1** Verizon shall provide access to call related databases to the extent required by Applicable Law, including but not limited to, FCC Rule 51.319(e). Verizon shall provide such access in accordance with Section 17 of this Agreement. Call related databases include, but are not limited to: Line Information Database, Calling Name Database, Toll Free Number Database, and Advanced Intelligent Network Databases

**11.5A.2** Intentionally omitted.

**11.5A.3** Intentionally omitted.

### **11.5A.4 Line Information Data Base (LIDB)**

**11.5A.4.1** Verizon shall permit Cavalier access to the validation data in the Verizon LIDB database for use in Cavalier's provision of local exchange services. To the extent Cavalier provides local switching utilizing its own switch, Cavalier may request that Verizon store its calling card, toll billing exception and payphone number validation data in the Verizon LIDB database pursuant to a separate agreement or an amendment to this Agreement negotiated by the Parties.

**11.5A.4.2** Upon reasonable request by Cavalier, Verizon shall provide Cavalier with a list of the end user data which Cavalier is required to provide in order to support toll billing exception and calling card validation.

### **11.5A.5 Calling Name Database**

**11.5A.5.1** Verizon shall permit Cavalier to transmit a query to Verizon's CNAM database for the purpose of obtaining the name associated with a line number for delivery to Cavalier's local exchange customers. To the extent Cavalier provides local switching utilizing its own switch, Cavalier may request that Verizon provide CNAM database storage and validation services pursuant to a separate agreement or an amendment to this Agreement negotiated by the Parties.

### **11.5A.6 Toll Free Number Database**

**11.5A.6.1** Verizon shall provide access to Verizon's toll free number database to allow Cavalier to transmit a query to determine the carrier selection and other routing instructions (e.g., POTS translation, time of day, day of week, originating call number).

**11.5A.7 Advanced Intelligent Network (AIN) Access, Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network Access**

**11.5A.7.1** Verizon shall provide access to any and all non-proprietary Verizon service applications resident in Verizon's SCP. Such access may be from Cavalier's switch or Verizon's unbundled Local Switching element. SCE/SMS AIN access shall provide Cavalier the ability to create service applications in the Verizon SCE and deploy those applications via the Verizon SMS to the Verizon SCP consistent with the way Verizon creates and deploys such applications. Verizon shall make SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to Cavalier. The Verizon SCE/SMS shall allow for multi-user access by Cavalier personnel. AIN service applications and process flow design developed in the SCE by a Cavalier service designer/creator to provide AIN based services will be provided to Cavalier. Verizon shall provide management and other logical security functions. When Cavalier selects SCE/SMS AIN access, Verizon shall provide for a secure, controlled access environment on-site as well as via remote data connections (i.e., ISDN circuit switched data) and shall allow Cavalier to transfer data forms and/or tables to the Verizon SCP via the ILEC SMS (e.g., service customization and subscriber subscription) in a manner consistent with how Verizon provides that capability to itself.

**11.6 Operations Support Systems**

Subject to the conditions set forth in Section 11.7 below and Schedule 11 of this Agreement, Verizon shall provide Cavalier with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. All such transactions shall be submitted by Cavalier through such electronic interfaces unless otherwise agreed to by the Parties.

**11.6.1** Intentionally omitted.

**11.7 Limitations on Unbundled Access**

**11.7.1** Notwithstanding any other provision of this Agreement:

(a) To the extent that Verizon is required by a change in Applicable Law to provide a Network Element on an unbundled basis or a Combination to Cavalier, the terms, conditions and prices for such Network Element or Combination (including, but not limited to, the terms and conditions defining the Network Element or Combination and stating when and where the Network Element or Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an

applicable Tariff of Verizon (a "Verizon UNE Tariff") or, in the absence of such a Tariff, as mutually agreed to by the Parties pursuant to Section 27.4 hereof.

(b) Cavalier may use a UNE or Combination only for those purposes for which Verizon is required by Applicable Law to provide such UNE or Combination to Cavalier.

**11.7.2** Without limiting Verizon's rights pursuant to Applicable Law or this Agreement to terminate its provision of a Network Element or a Combination, if Verizon provides a Network Element or Combination to Cavalier, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such Network Element or Combination, Verizon may terminate its provision of such Network Element or Combination to Cavalier. If Verizon terminates its provision of a Network Element or a Combination to Cavalier pursuant to this Section 11.7.2 and Cavalier elects to purchase other services offered by Verizon in place of such Network Element or Combination, then: (a) Verizon shall reasonably cooperate with Cavalier to coordinate the termination of such Network Element or Combination and the installation of such services to minimize the interruption of service to customers of Cavalier; and, (b) Cavalier shall pay all applicable charges for such services.

**11.7.3** Nothing contained in this Agreement shall be deemed to constitute an admission by Verizon that any item identified in this Agreement as a Network Element is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to Cavalier on an unbundled basis. Nothing contained in this Agreement shall limit either Party's right to appeal, seek reconsideration of, or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance, or statute issued by the Commission, the FCC, any court, or any other governmental authority related to, concerning or that may affect a Party's rights or obligations under this Agreement or under Applicable Law.

**11.7.4** Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are available in Verizon's network; (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination.

**11.7.5** Except as otherwise expressly stated in this Agreement, Cavalier shall access (via its own facilities or facilities it obtains from a third party) Verizon's unbundled Network Elements and Combinations specifically identified in this Agreement via Collocation in accordance with Section 13 at the Verizon Wire Center where those elements exist, and each Loop or Port shall, in the case of Collocation, be delivered to Cavalier's Collocation node by means of a Cross Connection.

**11.7.6** Verizon shall provide Cavalier access to its Loops at each of Verizon's Wire Centers for Loops terminating in that Wire Center. In addition, if

Cavalier orders one or more Loops provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Verizon shall, where available, move the requested Loop(s) to a spare physical Loop, if one is existing and available, at no additional charge to Cavalier. If, however, no spare physical Loop is available, Verizon shall, in accordance with, but only to the extent required by, Applicable Law, provide to Cavalier a technically feasible method of unbundled access to such a Loop at the rates set forth in Exhibit A (*e.g.*, recurring and nonrecurring loop rates, time and materials charges, *etc.*). The actual transmission facilities used to provide such a Loop may, at Verizon's sole discretion, utilize any of several technologies. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to Loops provided under this Section 11.7.6. Verizon's performance in connection with such Loops shall not be subject to any performance measurements and remedies under this Agreement, and/or, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines, plan or the like.

**11.7.7** If as the result of Cavalier Customer actions (*i.e.*, Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the Cavalier Customer premises, Cavalier will be assessed the applicable non-recurring charge associated with this visit, as specified in Exhibit A.

#### **11.7.8 Operator Service and Directory Assistance Service**

**11.7.8.1** To the extent required by Applicable Law and pursuant to FCC Rule 51.319(f), Verizon shall provide nondiscriminatory access to Operator Services and Directory Assistance on an unbundled basis to Cavalier for the provision of a Telecommunications Service only where Verizon does not provide, upon request by Cavalier, customized routing or a compatible signaling protocol of OS/DA. Operator Services ("OS") are any automatic or live assistance to a consumer to arrange for billing or completion, or both, of a telephone call. Directory Assistance ("DA") is a service that allows subscribers to retrieve telephone numbers of other subscribers.

**11.7.9** Certain unbundled Loop Network Elements made available by Verizon pursuant to this Section 11 are offered in accordance with rates, terms and conditions that are applicable to the former Bell Atlantic Serving Areas only. To the extent required by Applicable Law, Verizon shall make available similar functionality of such certain unbundled Loop Network Elements in the former GTE Serving Areas pursuant to Verizon's applicable Tariff, or in the absence of such a Tariff, pursuant to separately negotiated rates, terms and conditions.

**11.7.10** The Parties agree that Verizon's Change Management Process, as may be amended from time to time, will be used to manage CLEC system impacting changes (including changes agreed to by the Parties in the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127) to Verizon's OSS and operational procedures for xDSL-Compatible Loops, Digital Designed Loops, and line and station transfers.

## **11.8 Availability of Other Network Elements on an Unbundled Basis**

**11.8.1** Verizon shall, upon request of Cavalier and to the extent required by Applicable Law, provide to Cavalier access to its Network Elements on an unbundled basis for the provision of Cavalier's Telecommunications Service. Any request by Cavalier for access to a Verizon Network Element not provided pursuant to this Agreement or pursuant to another interconnection agreement in accordance with the terms and conditions of Section 28.13 hereof shall be treated as a Network Element Bona Fide Request.

**11.8.2** A Network Element obtained by Cavalier from Verizon under this Section 11.8 may be used in combination with the facilities of Cavalier only to provide a Telecommunications Service.

**11.8.3** Notwithstanding anything to the contrary in this Section 11.8, Verizon shall not be required to provide a proprietary Network Element to Cavalier under this Section 11.8 except as required by Applicable Law.

## **11.9 Conversion of Live Telephone Exchange Service to Analog 2W Loops**

The following coordination procedures shall apply to "live" cutovers of Verizon Customers who are converting their Telephone Exchange Services to Cavalier Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loops") to be provided by Verizon to Cavalier.

**11.9.1** Coordinated cutover charges, including but not limited to outside dispatch charges, where applicable, shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops as set forth in Exhibit A. If Cavalier does not request a coordinated cutover, Verizon will process Cavalier's order as a new installation subject to applicable standard provisioning intervals.

**11.9.2** Cavalier shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid Local Service Request ("LSR") including, without limitation, in accordance with the terms of Section 11.6. Cavalier shall designate the requested date and time for conversion on the LSR ("Scheduled Conversion Time") subject to Verizon standard provisioning intervals, as may be revised from time to time. Subject to the immediately preceding sentence, Verizon agrees to accept from Cavalier the Scheduled Conversion Time, provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Control Center ("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, Cavalier and Verizon shall mutually agree on a New Conversion Time, as defined below. Within three (3) business days of Verizon's receipt of a valid LSR, except as otherwise required by Applicable Law, Verizon shall provide Cavalier the scheduled due date by which the Analog 2W Loops covered by such LSR will be converted.

**11.9.3** Cavalier shall provide dial tone at the Cavalier Collocation site prior to the Scheduled Conversion Time such that Verizon may verify dial tone as

provided herein. Verizon shall verify dial tone on the loop scheduled to be migrated to Cavalier and shall also verify Cavalier dial tone from the Cavalier Collocation cage. If Verizon is unable to verify such dial tone, Verizon shall take appropriate steps to address the problem, including promptly notifying Cavalier, if required.

**11.9.4** Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loops shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.

**11.9.4.1** If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:

(i) If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived; and

(ii) If Cavalier requests to reschedule outside the one (1) hour time frame above, Cavalier shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.

**11.9.5** If Cavalier is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Verizon and Cavalier will reschedule and Verizon will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.

**11.9.6** The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loop to Cavalier is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.

**11.9.7** Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").

**11.9.8** If Cavalier requires Analog 2W Loop conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (*e.g.*, overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.

**11.9.9** After receiving notification of completion of the hot cut by Verizon, Cavalier will confirm operation of the loop[s]. In the event the loop[s] is not functional, Cavalier may submit the necessary trouble ticket[s] to initiate a request for repair, and Verizon shall respond to such trouble ticket in a manner consistent with Section 9 (including communicating with Cavalier as appropriate).

**11.9.10** If Cavalier and Verizon cannot isolate and fix the problem, Cavalier may request that the Customer be restored to service on the Verizon network. Such restoration shall occur within a commercially reasonable time period.

#### **11.10 Maintenance of Unbundled Network Elements**

If (a) Cavalier reports to Verizon a Customer trouble, (b) Cavalier requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon's facilities or equipment in whole or in part, then Cavalier shall pay Verizon a charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Cavalier is not available at the appointed time. Cavalier accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of Cavalier instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to Cavalier by Verizon. If as the result of Cavalier instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to Cavalier by Verizon. Verizon agrees to respond to Cavalier trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly situated Telecommunications Carrier.

**11.10.1** Verizon shall provide Cavalier access to the mechanized loop test ("MLT"), where such capability is available, for maintenance and repair of the UNE-Platform. Where access to MLT is not available for UNE-Platform, Verizon shall perform such testing at Cavalier's request, and supply the test results to Cavalier.

#### **11.11 Rates**

Verizon shall charge, and Cavalier shall pay, the non-recurring and monthly recurring rates for Network Elements set forth in Exhibit A. If the Commission adopts permanent rates consistent with the requirements of the FCC Regulations (to the extent it has not already done so), then such permanent rates shall be applied in the manner described in Exhibit A and Section 20.1.2 below. Notwithstanding anything else set forth in this Agreement and subject to the conditions set forth in Section 11.7:

**11.11.1** Intentionally omitted.

**11.11.2** Intentionally omitted.

#### **11.12 Combinations**

Subject to the conditions set forth in Section 11.7, Verizon shall be obligated to provide combinations of unbundled Network Elements (“Combinations”) including those set forth below only to the extent provision of a Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to Cavalier, Verizon shall provide such Combination in a manner consistent with Applicable Law. To the extent required by Applicable Law, such Combinations shall include, but will not be limited to, the following Combinations as defined below; provided, however, such definitions are subject to the change of law provisions of Section 27 and shall change to the extent the FCC or other governmental body with jurisdiction over the subject matter otherwise defines or describes such Combinations.

**11.12.1** Intentionally omitted

**11.12.2 Enhanced Extended Link (“EEL”)** consists of a combination of an unbundled Loop and unbundled Dedicated Transport, and multiplexing if required. Recurring charges set forth in Exhibit A of this Agreement applicable to each unbundled Network Element that comprises the EEL arrangement shall apply. In addition, the EEL test charge applies on a monthly recurring basis to each EEL loop as set forth in Exhibit A.

**11.12.3 Extended Dedicated Trunk Port** consists of a combination of unbundled Dedicated Trunk Ports and unbundled Dedicated Transport, where such unbundled Dedicated Transport may include multiplexing, and does not require Cavalier to collocate. The Extended Dedicated Trunk Port is dedicated to the use of Cavalier in its provisioning of local exchange and associated exchange access service.

**11.12.4** Subject to Sections 11.11.1 and 11.11.2, charges, if any, for the conversion of an existing service to Network Elements (including Combinations) shall be as specified in Exhibit A.

### **11.13 Replacement of Special Access Services with Unbundled Network Elements**

**11.13.1** To the extent required by Applicable Law, Verizon shall permit Cavalier to convert eligible Special Access services to EELs in accordance with applicable state and federal requirements for such conversions.

**11.13.2** When an existing Special Access service employed by Cavalier is eligible to be converted to EELs, Verizon shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the service being replaced, except upon mutual agreement of both Parties, e.g., in the event that the conversion cannot be accomplished without disconnecting, separating, or altering such equipment or facilities.

**11.13.3** Cavalier may request the conversion of any existing Special Access service to Network Elements (including Combinations) by submitting a written or electronic notice including, if applicable, the circuit identification or other information



sufficient to identify the services to be converted, and may request any number of conversions in a single notice. Cavalier shall not be required to submit Local Service Requests for each service to be converted; provided, however, that the Parties hereby acknowledge and agree that the aforementioned terms of this Section 11.13.3 are interim in nature and shall be deemed to have expired coincident with the effective date of Verizon's mechanized ordering process established for the conversion of existing special access service to Network Elements (including Combinations) and implemented via Verizon's Change Management Process, as may be amended from time to time. Verizon shall facilitate all conversions requested by Cavalier without disruption of service.

**11.13.3.1** Verizon shall permit Cavalier to employ the operational procedures that Verizon makes available to any other requesting carrier where such procedures can reasonably be employed for the bulk conversion of Special Access service to a UNE combination sought by Cavalier. To the extent that Cavalier seeks use of an existing process, Verizon agrees not to require that Cavalier adopt any other surrounding contractual language or limitations except those essential to assure proper operation of the particular bulk conversion process that Cavalier seeks to use. Once adopted, this conversion process shall be subject to the change management procedures in effect. The charges for use of such conversion process, or processes shall reflect only the direct and efficient costs of making the conversion.

**11.13.3.2** To the extent a bulk conversion process sought by Cavalier does not currently exist, Verizon and Cavalier will jointly define the new or revised process to efficiently address the needs of Cavalier on an expedited basis. Notwithstanding the above described attempt to mutually define such process(es), upon thirty (30) days written notice, either Party may submit questions relating to the obligation to provide and/or operationalize the requested bulk conversion process issue(s) for dispute resolution in accordance with, and as provided in, this contract.

**11.13.4** Verizon agrees that with respect to all unbundled Network Elements (including Combinations) substituted for Special Access services:

**11.13.4.1** Except where Cavalier specifically requests that Verizon physically disconnect, separate, alter or change the equipment and facilities employed to provide the service being replaced, the conversion order shall be deemed to have been completed effective upon receipt by Verizon of notice from Cavalier, and recurring charges set forth in Exhibit A of this Agreement applicable to unbundled Network Elements shall apply as of such date; provided, however, that the Parties hereby acknowledge and agree that the aforementioned terms of this Section 11.13.4.1 are interim in nature and shall be deemed to have expired coincident with the effective date of Verizon's mechanized ordering process established for the conversion of existing special access service to Network Elements (including Combinations) and implemented via Verizon's Change Management Process, as may be amended from time to time; provided further, that Verizon standard intervals for completing the requested work shall apply upon the effective date of such mechanized ordering process. Where Cavalier specifically requests that Verizon physically disconnect, separate, alter or change the

equipment and facilities employed to provide the service being replaced, recurring charges set forth in Exhibit A of this Agreement applicable to unbundled Network Elements shall apply effective upon the earlier of (i) the date on which Verizon completes the requested work or (ii) the standard interval for completing such work, regardless of whether Verizon has in fact completed such work. Verizon shall bill Cavalier pro rata for the service being replaced through the date prior to the date on which billing at unbundled Network Element rates commences pursuant to this section.

#### **11.14 Cooperative Testing**

**11.14.1** Pursuant to methods and procedures developed as part of the DSL Provisioning Process in New York, at Cavalier's request, Cavalier and Verizon shall perform cooperative testing of DSL-capable Loops.

### **12.0 RESALE - SECTIONS 251(C)(4) AND 251(B)(1)**

#### **12.1 Availability of Retail Services/Wholesale Rates for Resale**

**12.1.1** As and to the extent required by Applicable Law, Verizon will make available to Cavalier, in accordance with Section 251(b) (1) of the Act, for resale, Verizon's Telecommunications Services (As Defined in the Act) (collectively, "Resold Services") subject to and in accordance with the terms and conditions set forth in Verizon's Tariffs and this Section 12. The term "Resold Services" does not include any exchange access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by Verizon. To the extent required by Applicable Law, Verizon shall make available such Resold Services at the retail prices set forth in Verizon's Tariffs less the wholesale discount set forth in Exhibit A.

**12.1.2** Verizon's obligation to provide a Resold Service to Cavalier under this Agreement shall be limited to providing the Resold Service to Cavalier where, and to the same extent, that Verizon provides such Verizon retail Telecommunications Service to Verizon's own end user retail Customers. Cavalier shall comply with the provisions of this Agreement (including, but not limited to, Verizon's Tariffs) regarding resale or use of Resold Services, including, but not limited to, any restrictions on resale or use of such Services.

**12.1.3** Without in any way limiting Section 12.1.2 above, (a) Cavalier shall not resell residential service to persons not eligible to subscribe to such service from Verizon (including, but not limited to, business Cavalier Customers and other nonresidential Cavalier Customers), and (b) Cavalier shall not resell Lifeline or other means-tested service offerings, or grandfathered or discontinued service offerings, to persons not eligible to subscribe to such service offerings from Verizon.

#### **12.2 Customer Specific Offerings**

To the extent required by Applicable Law, the Verizon Telecommunications Services to be provided to Cavalier for resale pursuant to this Agreement will include a Verizon Telecommunications Service Customer specific contract service arrangement ("CSA")